

CLYDE & CO US LLP  
633 W. 5<sup>th</sup> Street, 26th Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600

Kevin R. Sutherland (State Bar No. 163746)  
Natasha N. Mikha (State Bar No. 270731)  
CLYDE & CO US LLP  
633 West 5th Street, 26th Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600  
Facsimile: (213) 358-7699  
Email: kevin.sutherland@clydeco.us  
natasha.mikha@clydeco.us

Jeffrey J. Ellis (admitted *pro hac vice*)  
CLYDE & CO US LLP  
405 Lexington Avenue, 16th Floor  
New York, New York 10174  
Telephone: (212) 710-3900  
Facsimile: (212) 710-3950  
Email: jeff.ellis@clydeco.us

Attorneys for Defendant  
FRONTIER AIRLINES, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ANDREA RIDGELL, on behalf of  
herself and others similarly situated,

Plaintiff,

v.

FRONTIER AIRLINES, INC. a  
Colorado corporation; AIRBUS  
S.A.S., a foreign corporation doing  
business in the State of California;  
AIRBUS GROUP HQ, INC., a  
corporation doing business in the State  
of California,

Defendants.

Case No.: 2:18-CV-04916 PA (AFMx)

DECLARATION OF VALERIE W.  
TYLER IN SUPPORT OF FRONTIER  
AIRLINES INC.'S  
OPPOSITION TO PLAINTIFF'S  
MOTION FOR CLASS  
CERTIFICATION

Date: November 19, 2018

Time: 1:30 p.m.

Place: Courtroom of the Honorable Percy  
Anderson

I, Valerie W. Tyler, declare and state as follows:

1. Frontier Airlines, Inc. (hereinafter "Frontier") is an air carrier certified by the United States Department of Transportation to engage in interstate air transportation. I am employed by Frontier in the position of Senior Counsel. I have held this position at Frontier since January, 2015. As Senior Counsel at Frontier, my job duties include: negotiating, writing and reviewing agreements on

1 behalf of Frontier; advising executives and departments within Frontier on a wide  
 2 variety of legal issues; researching unique legal issues impacting Frontier; and  
 3 advising and providing training to Frontier employees with respect to legal risks  
 4 and liabilities, legal requirements and contract obligations.

5 2. I have personal knowledge of the facts contained in this declaration. I  
 6 can competently testify to these facts if called as a witness in these proceedings.

7 3. This declaration is submitted in support of Frontier's opposition to  
 8 plaintiff's motion for class certification, filed concurrently herewith.

9 4. Attached hereto as Exhibit A is a true and correct copy of Frontier's  
 10 Contract of Carriage. The Contract of Carriage provides terms and conditions of  
 11 transportation for passengers and their baggage on all flights operated by Frontier.  
 12 The Contract of Carriage, in addition to such additional terms and conditions  
 13 presented on Frontier Airlines' website, fare rules, published schedules or printed  
 14 on or in any ticket or ticket-less travel authorization, govern the rights and  
 15 liabilities of Frontier's passengers and Frontier with respect to any claims arising  
 16 out of transportation on domestic flights operated by Frontier.

17 5. Section 8A of the Contract of Carriage provides that a ticket entitles a  
 18 passenger to transportation between the point of origin and the destination.

19 6. Section 16A of the Contract of Carriage provides a limitation of  
 20 liability for indirect, special or consequential damages which may result from the  
 21 performance of transportation, delay in performance, or failure to provide  
 22 transportation. Section 16A provides that the "absolute limit of Frontier's liability  
 23 for failing to provide transportation will be a refund of the amount paid for the  
 24 corresponding ticket."

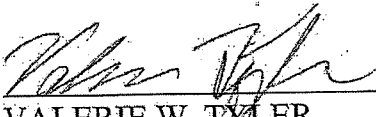
25 7. Section 20A of the Contract of Carriage provides the basis for refunds  
 26 of tickets. In the event that no portion of a ticket is used, the refund amount is  
 27 "equal to the fare and charges paid for the ticket issued to the passenger." If a  
 28 portion of the ticket has been used, the refund amount is limited to the unused

1 portion of the ticket. The Contract of Carriage provides no basis for a refund in the  
2 event that a ticket has been fully used and the passenger has been transported from  
3 the point of origin to the destination.

4 8. Section 22H of the Contract of Carriage provides that any "case  
5 brought pursuant to this Contract of Carriage, Frontier's Tarmac Delay Plan, or  
6 Frontier's Customer Service Plan may be brought in a party's individual capacity  
7 and not as a plaintiff or class member in any purported class or representative  
8 proceeding."

9 9. In my job duties as Senior Counsel, I am familiar with the laws and  
10 regulations to which Frontier's operations must adhere. All of the Airbus aircraft  
11 operated by Frontier have been certified as airworthy by the United States Federal  
12 Aviation Administration.

13 I declare under penalty of perjury under the laws of the United States of  
14 America that the foregoing is true and correct. Executed on October 29, 2018, at  
15 Denver, Colorado.

16   
17 VALERIE W. TYLER  
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**PROOF OF SERVICE****STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California, I am over the age of eighteen years, and not a party to the within action. My business address is 633 West 5th Street, 26th Floor, Los Angeles, California 90071.

On October 29, 2018, I served the document(s) described as:

**DECLARATION OF VALERIE W. TYLER IN SUPPORT OF FRONTIER AIRLINES, INC.'S OPPOSITION TO PLAINTIFF'S MOTION FOR CLASS CERTIFICATION**

on the parties in this action addressed as follows:

SEE ATTACHED SERVICE LIST

in the following manner:

- ☐ **(BY FAX):** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below, or as stated on the attached service list, on this date before 5:00 p.m.
- ☐ **(BY MAIL):** as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.
- ☐ **(BY OVERNIGHT DELIVERY):** I caused such envelope(s) to be delivered to an overnight delivery carrier with delivery fees provided for, addressed to the person(s) on whom it is to be served.
- ☐ **(BY PERSONAL SERVICE):** I caused such envelope(s) to be delivered by hand this date to the offices of the addressee(s).
- ☒ **(BY CM/ECF):** by electronic filing system with the clerk of the Court which will send a Notice of Electronic Filing to all parties with an e-mail address of record, who have filed a Notice of Consent to Electronic Service in this action:

I declare I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 29, 2018, at Los Angeles, California.

  
Kathy Rollins

CLYDE & CO US LLP  
633 West 5<sup>th</sup> Street, 26<sup>th</sup> Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600

**SERVICE LIST**

Marcus J. Bradley, Esq. (SBN 174156)  
Kiley L. Grombacher, Esq. (SBN 245960)  
BRADLEY/GROMBACHER LLP  
2815 Townsgate Road, Suite 130  
Westlake Village, California 91361  
Tel: (805) 270-7100  
Fax: (805) 270-7100  
E-Mail: [mbradley@bradleygrombacher.com](mailto:mbradley@bradleygrombacher.com)  
[kgrombacher@bradleygrombacher.com](mailto:kgrombacher@bradleygrombacher.com)

Attorneys for Plaintiff

Kristi D. Rothschild, Esq. (SBN 222727)  
Julian Alwill, Esq. (SBN 259416)  
ROTHSCHILD & ASSOCIATES, APC  
27 W. Anapamu Street, Suite 289  
Santa Barbara, California 93101  
Tel: (805) 845-1190  
Fax: (805) 456-0132  
E-Mail: [krothschild@kdrllawgroup.com](mailto:krothschild@kdrllawgroup.com)  
[jalwill@kdrllawgroup.com](mailto:jalwill@kdrllawgroup.com)

Attorneys for Plaintiff

CLYDE & CO US LLP  
633 West 5<sup>th</sup> Street, 26<sup>th</sup> Floor  
Los Angeles, California 90071  
Telephone: (213) 358-7600